

0545
A G Contract No.: KR03-~~xxx~~TRN
DPS Contract No.: 2001-061
ADOT ECS File No.: JPA 01-80
Amendment One
TRACS No.: MCSAP 189-A(3) H5282 02C

**INTER-AGENCY SERVICE AGREEMENT
AMENDMENT ONE**

**BETWEEN
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND
THE ARIZONA DEPARTMENT OF TRANSPORTATION**

THIS ADDENDUM is entered into by and between the Arizona Department of Public Safety (hereinafter called "DPS") and the Arizona Department of Transportation (hereinafter called "ADOT").

Whereas, the new inspection facility at the Nogales port of entry is not built;

Whereas, the Motor Carrier Safety Assistance Program (MCSAP) grant expired on September 30, 2002;

Whereas, the Federal Motor Carrier Safety Administration has extended the grant to September 30, 2003;

Now, therefore, the parties agree to Amend the original agreement as follows:

Paragraph 4 of the is modified as follows:

4. ADOT agrees to bill DPS Expenses can be incurred between March 19, 2001 and September 30, 2003. The last voucher must be submitted to DPS by November 30, 2003. DPS shall only

Paragraph 11 is modified to read:

- 11 ADOT agrees to submit quarterly narrative status reports o the project to DPS on the following dates.

| | |
|------------------|------------------|
| July 15, 2001 | October 15, 2002 |
| October 15, 2001 | January 15, 2003 |
| January 15, 2002 | April 15, 2003 |
| April 15, 2002 | July 15, 2003 |
| July 15, 2002 | October 15, 2003 |

Paragraph 15 is deleted in full

All other provisions of the original agreement shall remain as stated

STATE OF ARIZONA

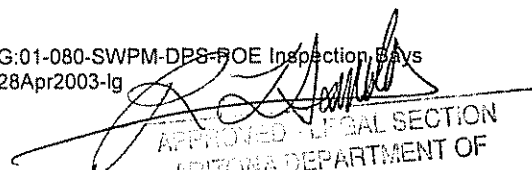
ARIZONA DEPT OF PUBLIC SAFETY

DEPARTMENT OF TRANSPORTATION

By 
DENNIS GARRETT, Director

By 
VICTOR MENDEZ, Director

G:01-080-SWPM-DPS-ROE Inspection, Bays
28Apr2003-1g


APPROVED - LEGAL SECTION
ARIZONA DEPARTMENT OF
PUBLIC SAFETY



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TRANSPORTATION SECTION
WRITER'S DIRECT NO: 602.542.8837

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0545-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: 9 June 2003

Terry Goddard
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd

RECEIVED

JUL 09 2001

STATEWIDE PROJECT
MANAGEMENT

SERVICE AGREEMENT

DPS CONTRACT NO. 2001-061

ADOT ECS File No. JPA 01-80

TRACS No. MCSAP 189-A(3) H5282 02C

BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

AND

THE ARIZONA DEPARTMENT OF TRANSPORTATION

This Services Agreement is entered into by and between the Arizona Department of Public Safety (hereinafter called "DPS") and the Arizona Department of Transportation (hereinafter called "ADOT").

Whereas, DPS is in need of funding for building inspection bays at the Nogales Port-of-Entry.

Whereas, ADOT is building a new inspection facility at the port but does not have funds to build the inspection bays for DPS use.

Whereas, DPS has requested Motor Carrier Safety Assistance Program (MCSAP) grant funding to pay for 80% of the cost of building the bays. MCSAP is a program administered by the United States Department of Transportation's Federal Motor Carrier Safety Administration (FMCSA) (CFDA #2018).

Whereas, DPS has been designated the Lead Agency for the grant by the Governor

Whereas, funding is available to ADOT as follows:

Total Project - \$500,000
State Share - \$100,000
Federal Share - \$400,000

Maximum reimbursement to ADOT will be \$400,000

Now, therefore, the parties agree as follows:

1. Neither DPS nor the FMCSA is under any obligation to continue funding in subsequent years
2. ADOT understands that this is a reimbursable grant and that all expenses must be paid by ADOT before reimbursement can be effected
3. DPS agrees to process the appropriate paperwork to effect reimbursement through the grant for expenses incurred by ADOT.
4. ADOT agrees to bill DPS only for fundable activities related to building the inspection bays as defined in the grant request and in accordance with the regulations and restrictions of the grant. Such billing shall be itemized with supporting documentation and submitted monthly. Expenses can be incurred between March 19, 2001 and September 30, 2002. The last voucher must be submitted to DPS by November 30, 2002. DPS shall only be liable for amounts that are federally funded and received by DPS from the Federal Motor Carrier Safety Administration, for the purpose described herein.
5. ADOT agrees to comply with the Federal Common Rule, 49 CFR
6. Part 188, Subpart C, 18.37(a) and 18.40(a) and OMB Circular A-128, as well as all MCSAP policies that are incorporated herein by reference as if attached hereto.

7. ADOT agrees to provide justification and supporting documentation for reimbursable expenses when requested to do so by DPS.
8. ADOT is responsible for maintenance and repair of the bays after they are built.
9. ADOT agrees to send all paperwork related to funding under this agreement to:


Arizona Department of Public Safety
Attention: MCSAP Grant Coordinator, Ms. Sheri Doll
2102 W. Encanto Boulevard
Phoenix, AZ 85009

10. This agreement shall become effective upon execution and shall be retroactive to March 19, 2001, for reimbursement purposes. This agreement shall remain in effect until terminated in writing by either party or until the end of the grant as determined by the FMCSA, whichever occurs first. This agreement shall also be terminated if the FMCSA notified DPS in writing that grant funding will cease.
11. ADOT agrees to submit quarterly narrative status reports on the project to DPS on the following dates.

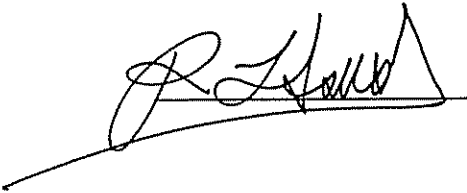
July 15, 2001
October 15, 2001
January 15, 2002
April 15, 2002
July 15, 2002
October 15, 2002
12. Funds will not be used by ADOT to supplant state or local funds that would otherwise be available for the project.
13. Funds will only be expended for the purposes stated in the approved budget or will be subject to immediate cancellation. ADOT agrees to reimburse the grant for any grant funds ADOT expends that are not in full compliance with this contract. Any funds not expended by ADOT will revert to DPS. Purchased equipment must be used in motor carrier activities.
14. ADOT will provide proper accounting and monitoring procedures to ensure fiscal control and efficient management of funds.
15. ADOT will indemnify and hold harmless DPS for the actions of ADOT employees. ADOT shall at all times be acting as an independent contractor and not as an agent or joint venture of the State of Arizona.
16. ADOT agrees to retain all records for three years from the expiration of the project or, for capital equipment, as long as the item is in use. DPS will have right to review all of ADOT's records concerning the grant.
17. ADOT may not assign or transfer any of its duties under this agreement.
18. The parties agree to arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damage of \$5,000 or less, exclusive of interest and costs.
19. All parties agree that the contract is subject to cancellation by the Governor for conflicts of interest, pursuant to ARS 38-351.

20. DPS has the right to terminate this agreement if DPS believes that ADOT has violated the terms of this agreement. Such notice shall be in writing.
21. ADOT may terminate this contract upon written notice to DPS.
22. Neither party will charge the other for any administrative fees for any work performed pursuant to this agreement.
23. ADOT and DPS shall be solely liable for payment of workers' compensation benefits to their employees.

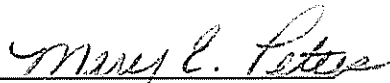
State of Arizona


for Dennis Garrett, Director
Arizona Department of Public Safety

Approved as to Form:



State of Arizona


Mary Peters, Director
Arizona Department of Transportation

Approved as to Form



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TRANSPORTATION SECTION
WRITER'S DIRECT NO: 602.542.8837

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0545-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: 9 June 2003

Terry Goddard
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd

RECEIVED

JUL 09 2001

STATEWIDE PROJECT
MANAGEMENT

SERVICE AGREEMENT

DPS CONTRACT NO. 2001-061

ADOT ECS File No. JPA 01-80

TRACS No. MCSAP 189-A(3) H5282 02C

BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

AND

THE ARIZONA DEPARTMENT OF TRANSPORTATION

This Services Agreement is entered into by and between the Arizona Department of Public Safety (hereinafter called "DPS") and the Arizona Department of Transportation (hereinafter called "ADOT").

Whereas, DPS is in need of funding for building inspection bays at the Nogales Port-of-Entry.

Whereas, ADOT is building a new inspection facility at the port but does not have funds to build the inspection bays for DPS use.

Whereas, DPS has requested Motor Carrier Safety Assistance Program (MCSAP) grant funding to pay for 80% of the cost of building the bays. MCSAP is a program administered by the United States Department of Transportation's Federal Motor Carrier Safety Administration (FMCSA) (CFDA #2018).

Whereas, DPS has been designated the Lead Agency for the grant by the Governor

Whereas, funding is available to ADOT as follows:

Total Project - \$500,000
State Share - \$100,000
Federal Share - \$400,000

Maximum reimbursement to ADOT will be \$400,000

Now, therefore, the parties agree as follows:

1. Neither DPS nor the FMCSA is under any obligation to continue funding in subsequent years
2. ADOT understands that this is a reimbursable grant and that all expenses must be paid by ADOT before reimbursement can be effected
3. DPS agrees to process the appropriate paperwork to effect reimbursement through the grant for expenses incurred by ADOT.
4. ADOT agrees to bill DPS only for fundable activities related to building the inspection bays as defined in the grant request and in accordance with the regulations and restrictions of the grant. Such billing shall be itemized with supporting documentation and submitted monthly. Expenses can be incurred between March 19, 2001 and September 30, 2002. The last voucher must be submitted to DPS by November 30, 2002. DPS shall only be liable for amounts that are federally funded and received by DPS from the Federal Motor Carrier Safety Administration, for the purpose described herein.
5. ADOT agrees to comply with the Federal Common Rule, 49 CFR
6. Part 188, Subpart C, 18.37(a) and 18.40(a) and OMB Circular A-128, as well as all MCSAP policies that are incorporated herein by reference as if attached hereto.

7. ADOT agrees to provide justification and supporting documentation for reimbursable expenses when requested to do so by DPS.
8. ADOT is responsible for maintenance and repair of the bays after they are built.
9. ADOT agrees to send all paperwork related to funding under this agreement to:

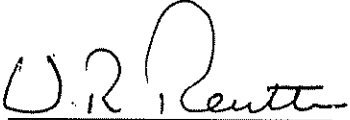
Arizona Department of Public Safety
Attention: MCSAP Grant Coordinator, Ms. Sheri Doll
2102 W. Encanto Boulevard
Phoenix, AZ 85009

10. This agreement shall become effective upon execution and shall be retroactive to March 19, 2001, for reimbursement purposes. This agreement shall remain in effect until terminated in writing by either party or until the end of the grant as determined by the FMCSA, whichever occurs first. This agreement shall also be terminated if the FMCSA notified DPS in writing that grant funding will cease.
11. ADOT agrees to submit quarterly narrative status reports on the project to DPS on the following dates.

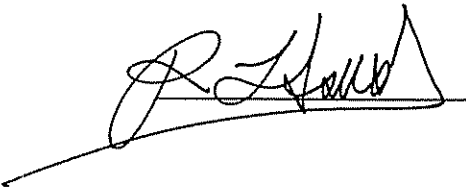
July 15, 2001
October 15, 2001
January 15, 2002
April 15, 2002
July 15, 2002
October 15, 2002
12. Funds will not be used by ADOT to supplant state or local funds that would otherwise be available for the project.
13. Funds will only be expended for the purposes stated in the approved budget or will be subject to immediate cancellation. ADOT agrees to reimburse the grant for any grant funds ADOT expends that are not in full compliance with this contract. Any funds not expended by ADOT will revert to DPS. Purchased equipment must be used in motor carrier activities.
14. ADOT will provide proper accounting and monitoring procedures to ensure fiscal control and efficient management of funds.
15. ADOT will indemnify and hold harmless DPS for the actions of ADOT employees. ADOT shall at all times be acting as an independent contractor and not as an agent or joint venture of the State of Arizona.
16. ADOT agrees to retain all records for three years from the expiration of the project or, for capital equipment, as long as the item is in use. DPS will have right to review all of ADOT's records concerning the grant.
17. ADOT may not assign or transfer any of its duties under this agreement.
18. The parties agree to arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damage of \$5,000 or less, exclusive of interest and costs.
19. All parties agree that the contract is subject to cancellation by the Governor for conflicts of interest, pursuant to ARS 38-351.

20. DPS has the right to terminate this agreement if DPS believes that ADOT has violated the terms of this agreement. Such notice shall be in writing.
21. ADOT may terminate this contract upon written notice to DPS.
22. Neither party will charge the other for any administrative fees for any work performed pursuant to this agreement.
23. ADOT and DPS shall be solely liable for payment of workers' compensation benefits to their employees.

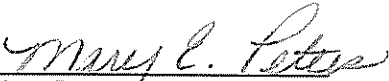
State of Arizona


for Dennis Garrett, Director
Arizona Department of Public Safety

Approved as to Form:



State of Arizona


Mary Peters, Director
Arizona Department of Transportation

Approved as to Form
